

## CONTRACT AGREEMENT

### Exhibit A

This agreement, made this 22 day of MARCH in the year Two Thousand 22 by and between WIEGMANN ASSOCIATES, hereinafter called the contractor, and the City of Ladue, Missouri, hereinafter called the City.

Now therefore, the contractor and the City, for consideration of the amount of TWENTY TWO THOUSAND TWO HUNDRED AND THREE DOLLARS, agree as follows:

#### ARTICLE 1. SCOPE OF THE WORK:

The contractor shall furnish all of the tools, equipment, labor and everything else necessary to perform, and shall perform in accordance with the specifications and terms of this contract.

The work includes all work and materials necessary for the work as described in the Notice for City Hall Furnace Replacements.

#### ARTICLE 2. TIME OF COMPLETION:

The Notice of Award is anticipated to be issued on May 16, 2022. The contractor shall have 120 days to complete the work as described after receiving the Notice to Proceed

#### ARTICLE 3. PAYMENT:

The City shall pay the contractor at a rate of \$ 22,203.<sup>00</sup> for the completed project. Contractor shall submit a monthly invoice for payment and the City will pay within thirty (30) days of receiving the invoice.

#### ARTICLE 4. THE CONTRACT DOCUMENTS:

The Advertisement for Bids dated March 22, 2022, and Bid Proposal, together with this Agreement form the Contract.

#### ARTICLE 5. SAFETY:

The Contractor shall be solely responsible for the safety of the work taking place

#### ARTICLE 6. INDEMNITY:

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this Contract. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City.

To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement. In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE 7. ATTORNEY FEES' AND COSTS:**

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

#### **ARTICLE 8. TAXES:**

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

#### **ARTICLE 9. OTHER REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS BY THE CONTRACTOR:**

The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

#### **ARTICLE 10. AMENDMENT; WAIVER:**

No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

#### **ARTICLE 11. CHOICE OF LAW:**

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.



**ARTICLE 12. SEVERABILITY:**

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

**ARTICLE 13. COUNTERPARTS:**

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**ARTICLE 14. INDEPENDENT CONTRACTOR:**

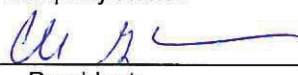
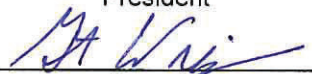
The Contractor shall be and operate as an independent Contractor in the performance of this Contract. General Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all

construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

**ARTICLE 15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

The Contractor shall comply with all applicable federal, (including specifically Title VI of the Civil Rights Act of 1964), state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

Contractor Wiegmann Associates  
Company Name  
BY   
President  
  
Secretary

CITY OF LADUE, MISSOURI

BY \_\_\_\_\_

ATTEST \_\_\_\_\_